

GRANT AGREEMENT NO. _____

THIS AGREEMENT, made and entered into this _____ day of _____, 200__ by and between the **DISTRICT OF COLUMBIA**, a municipal corporation (hereinafter called "District"), and **(Subrecipient Organization)** (hereinafter called "Subrecipient"), provides that:

WHEREAS, Section 16 of the Federal Transit Act, 49 U.S.C. §5310, provides for capital assistance to private nonprofit corporations and associations for the specific purpose of assisting them in providing transportation services meeting the special needs of elderly persons and persons with disabilities for whom mass transportation services are unavailable, insufficient or inappropriate; WHEREAS, the Federal Transit Administration (hereinafter referred to as "FTA") has designated the District as a grant recipient for capital grants under 49 U.S.C. §5310;

WHEREAS, the Mayor of the District, by Mayor's Order 88-207, dated September 15, 1988, in accordance with a request by the FTA has designated the District of Columbia Department of Transportation (hereinafter called "Department") to evaluate and select projects proposed by private nonprofit organizations, and to coordinate their grant applications for capital assistance;

WHEREAS, the Department has applied for and received a Federal grant from the FTA under the provisions of 49 U.S.C. §5310 to provide capital assistance for selected transportation projects; and

WHEREAS, the Subrecipient desires to obtain and utilize a vehicle and related equipment, purchased by the District with funds from the 49 U.S.C. §5310 capital grants program, for the transportation needs of elderly and disabled persons in the District.

NOW THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I. INCORPORATION

The following documents are hereby incorporated by reference and made part of this Agreement:

- (a) The Subrecipient's Proposal dated _____ including all exhibits, attachments and any amendments thereto; and
- (b) The Subrecipient's notarized Certification of Eligibility, attached hereto.

ARTICLE II. PURPOSE OF AGREEMENT

The purpose of this Agreement is for:

- (a) The District to provide capital grant assistance to the Subrecipient through the purchase and transfer of a vehicle and related equipment for the Subrecipient's use, as specified herein; and
- (b) To ensure the Subrecipient's provision of transportation services to meet the special needs of elderly persons and persons with disabilities in the District. The Subrecipient's provision of transportation services shall be referred to herein as the "Project".

ARTICLE III. SCOPE OF PROJECT

The Subrecipient shall undertake and complete the Project as described in its Proposal filed with and approved by the Department, and in accordance with the terms and conditions of this Agreement.

ARTICLE IV. PURCHASE OF THE PROJECT VEHICLE AND EQUIPMENT

The purchase of a Project vehicle and related equipment shall be undertaken by the Department and transferred to the Subrecipient in accordance with the procedures established by the District. Ownership of any such vehicle and related equipment shall be assigned to the Subrecipient, with the District identified as a lienholder on the legal Certificate of Title for the Useful Life of the Vehicle, as defined in Article V herein. The Subrecipient shall have the vehicle titled and registered with the District of Columbia Bureau of Motor Vehicle Services.

The vehicle will be transferred to the Subrecipient in "as is" condition, and it is hereby agreed and understood that the Department makes no warranty, guarantee or representation,

written or oral, expressed or implied, as to the condition of the vehicle, mechanical or otherwise. The Department shall have no responsibility or obligation to deliver the vehicle to the Subrecipient. The Subrecipient shall arrange for and be responsible to accept transfer of the vehicle purchased by the Department on behalf of the Subrecipient at the premises designated by the Department.

ARTICLE V. USE OF THE PROJECT VEHICLE AND EQUIPMENT

The Subrecipient agrees that the Project vehicle and related equipment shall be used for providing transportation service in the manner described in the Subrecipient's Proposal, for the duration of its Useful Life at a minimum, or for the Term of this Agreement, as defined in Article XI herein. The "Useful Life of Vehicles" shall be defined as: (a) for sedans, station wagons and vans, four years from the date of transfer to the Subrecipient or 100,000 miles of operation, whichever comes first; and (b) for buses, five years from the date of transfer to the Subrecipient or 150,000 miles of operation, whichever comes first. At the end of such period, legal title to the vehicle will be transferred to the Subrecipient.

If, during its Useful Life, a Project vehicle or equipment is no longer utilized by the Subrecipient for the purpose of the Project, the Subrecipient shall immediately notify the Department, and the District shall have the right to retake possession of such vehicle or equipment, in accordance with Article VI herein. After the Useful Life of the Vehicle has been reached, the Subrecipient may dispose of the vehicle. Proceeds from the disposition of vehicles after this time may be retained by the Subrecipient, as long as the proceeds remain in use for mass transportation.

The Subrecipient shall maintain satisfactory records with regard to the use of the vehicle and related equipment for the Term of this Agreement, and shall submit to the Department upon request such information as is required in order to assure compliance with this Agreement. The Subrecipient shall immediately notify the Department in all cases where the Project vehicle or equipment is used in a manner different from that of the approved Project. The Subrecipient shall also submit annually to the Department by January 31 of each

year, a certification that the Project vehicle and related equipment is being used in accordance with the terms of this Agreement.

During the Term of this Agreement, the Subrecipient shall maintain the Project vehicle and related equipment in accordance with detailed preventive maintenance instructions and schedules provided by the manufacturers; and at a high level of cleanliness, safety and mechanical soundness. The Department and FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance pursuant to this section.

The Subrecipient shall be required and obligated, at its own expense, to fuel, lubricate, clean, store and repair the equipment delivered to it, including all repairs occasioned by ordinary wear and tear or by accident, regardless of fault, during the Term of this Agreement. The Department shall neither be required nor obligated to make available any parts, or be responsible for assisting the Subrecipient in obtaining any repairs, parts or supplies for such equipment.

The Subrecipient shall guarantee that all drivers of vehicles designated to transport more than 16 person (including the driver) must have a Commercial Driver's License (CDL).

The Subrecipient agrees that project vehicles and equipment cannot be used to provide school bus transportation that exclusively transports students and school personnel in competition with a private school bus operator.

ARTICLE VI. TERMINATION

- (a) Without Cause. The Department reserves the right to terminate the Project for the convenience of the District government and to cancel this Agreement by written notice from the Department to the Subrecipient.
- (b) With Cause. The Department may, by written notice to the Subrecipient, terminate the Project and cancel this Agreement for any of the following reasons:
 - (1) The Subrecipient discontinues use of the Project vehicle or equipment during its Useful Life for the purpose of providing transportation service to the elderly and handicapped;
 - (2) The Subrecipient takes any action without the approval of the Department

which under this Agreement would have required the approval of the Department;

- (3) The commencement, prosecution or timely completion of the Project by the Subrecipient is, for any reason, rendered improbable, impossible or illegal; or
 - (4) The Subrecipient acts in violation of any provision of this Agreement.
- (c) Action Upon Termination. Upon termination of the Project and cancellation of this Agreement, the Subrecipient shall immediately transfer to the District title and possession of the vehicle and related equipment that were conveyed under this Agreement.

ARTICLE VII. MOTOR VEHICLE SAFETY AND POLLUTION

- (a) Motor Vehicle Safety Standards. The motor vehicle and related equipment provided under this Agreement shall comply with all motor vehicle safety standards established by the U.S. Department of Transportation.
- (b) Motor Vehicle Pollution Requirements. The motor vehicle provided under this Agreement shall comply with all air pollution and emissions requirements established under Federal and District laws.

ARTICLE VIII. DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE DISTRICT AND THE SUBRECIPIENT

The District shall:

- (a) Monitor use of the vehicle and related equipment purchased with Federal funds; and
- (b) Curtail functions of the Project to stay within funding limits.
- (c) In the event that the vehicle and related equipment are sold or used for other than the approved purpose of the Project before its Useful Life has expired, the Subrecipient shall refund to the District eighty (80%) percent and retain twenty (20%) percent of the sale proceeds, or of the fair market value of said vehicle and related equipment at that time.

ARTICLE IX. SUBRECIPIENT'S INSURANCE COVERAGE

The Subrecipient shall obtain and keep in force during the Term of this Agreement such personal liability and property damage insurance to protect the Subrecipient and the District from claims for personal injury (including death) and claims for property damage, which may arise by reason of any act or omission of the Subrecipient, its officers, agents and servants, or any person (including independent contractors) directly or indirectly employed by the Subrecipient, or by any of them, in connection with the performance of this Agreement.

Personal liability insurance shall be in an amount not less than \$100,000 for bodily injuries, sickness and disease (including death) at any time resulting therefrom, to any person and, subject to the same limit for each person, in an amount not less than \$300,000 on account of any one accident. Property damage insurance shall be in an amount not less than \$50,000 for all damage arising out of injury to or destruction of property in any one accident and, subject to the same limit for each accident, in an aggregate amount of not less than \$125,000 for all damages arising out of injury to or destruction of property in any one year during the Term of this Agreement.

In addition, the Subrecipient shall obtain and keep in force during the Useful Life of the Vehicle, collision insurance on each vehicle provided under this Agreement in the amount of its total replacement value.

The District and its employees shall not be liable for any injury or damage which arises out of the use of the vehicle or equipment funded under this Agreement, or which otherwise results from the activities of the Project. Every policy of insurance required under this Section shall name the District as an additional insured party and shall contain an endorsement providing that in the eventuality of either modification or cancellation of said policy, the Director of the Department or his designee shall receive thirty (30) days advance notice of such modification or cancellation. Such policies of insurance, or satisfactory evidence thereof shall be submitted to the Department.

ARTICLE X. PAYMENT

The Subrecipient agrees that it shall provide funds from sources other than Federal funds, in the amount sufficient to make the payments required pursuant to this Agreement.

As a condition for this grant, the Subrecipient shall pay the District an amount equal to twenty (20%) percent of the estimated cost of the 5310 award equipment granted provided under this Agreement, in an estimated amount of _____. (The total estimated cost of the vehicle and related equipment is _____). The Subrecipient shall pay the full twenty (20%) percent of the estimated cost to the District upon execution of this Agreement.

The Subrecipient agrees that no refund or reduction of the amount paid by the Subrecipient will be made unless there is at the same time a refund to the District of a proportional amount of the total cost of the Project vehicle and equipment.

Checks shall be made payable to the **D.C. TREASURER** and mailed to:

Aaron Overman
Mass Transit Administration
District Department of Transportation
2000 14th Street, N.W., 5th Floor
Washington, D.C. 20009

In addition, the Subrecipient shall be required and obligated to register the Project vehicle provided under this Agreement with the District of Columbia Bureau of Motor Vehicle Services, and to incur all costs for license, registration, tag and title fees, including excise taxes.

ARTICLE XI. TERM OF THE AGREEMENT

The "Term of this Agreement" shall begin on the date first written above. The Project shall begin on the date of transfer of the Project vehicle and related equipment to the Subrecipient.

This Agreement shall terminate when the Subrecipient disposes of the Project vehicle and related equipment and properly notifies the Department. Notwithstanding the foregoing, in no event shall this Agreement terminate prior to the Useful Life of the Vehicle as defined in Article V herein.

ARTICLE XII. PROHIBITED INTEREST

No member, officer or employee of the Subrecipient during his tenure or one year thereafter shall have any financial interest, direct or indirect, in the Project vehicle or related equipment funded under this Agreement.

ARTICLE XIII. GENERAL PROVISIONS

- (a) In this Agreement, the Department shall act by and through the Director, Department of Transportation or duly authorized representative; **(Subrecipient Organization)** shall act by and through its duly authorized representative identified below. The primary contact persons for this Agreement are:

- (1) For the District of Columbia Department of Transportation:

Aaron Overman
Mass Transit Administration
District Department of Transportation
2000 14th Street, N.W., 5th Floor
Washington, D.C. 20009

With copies to: Director, District Department of Transportation

- (2) For: **(Subrecipient Name)**

(Subrecipient Contact)
Street
City, State, Zip

Either of the parties may change its primary contact person as identified in this Agreement, by notifying in writing the other party's contact person.

- (b) This Agreement may be amended upon written approval of both parties.
- (c) No transfer or assignment of this Agreement or any part thereof or interest therein, directly or indirectly, voluntarily or involuntarily, shall be made unless such transfer is first approved in writing by the District.
- (d) The Subrecipient will comply with all requirements imposed by the U.S. Department of Transportation in accordance with Title VI of the Civil Rights Act of 1964 (PL 88-352); and will comply with all other Federal and District laws and regulations prohibiting discrimination on grounds of race, color, national origin, handicap, religion, or sex, in

employment and in providing of facilities and services to the public.

- (e) Nothing contained in this Agreement shall be construed as binding the Department to expend in any one fiscal year any sum in excess of appropriations made by Congress for the purpose of this Agreement for that fiscal year pursuant to a Federal grant, or as involving the District in any contract or other obligation for the further expenditure of money in excess of such appropriations
- (f) The parties to this Agreement shall comply with all the requirements of the laws and regulations of the United States of America and the District of Columbia as they apply to this Project and to the terms of this Agreement.
- (g) This Agreement shall inure to and be binding upon the parties hereto, their heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Witness:

DISTRICT OF COLUMBIA

A Municipal Corporation

By _____
Gabe Klein, Director
District Department of Transportation

Witness:

(Subrecipient Organization)

By _____

CERTIFICATION OF ELIGIBILITY

Grant Agreement No.

Project: Transportation Services for the Elderly and Disabled

_____ being duly sworn (and under penalty of perjury under

(President or Authorized Official)

the laws of the United States), certifies that, except as noted below, **(Subrecipient Organization)** person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds:

- (1) Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any Federal, District or State statutes;
- (2) Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, District or State agency within the past three (3) years;
- (3) Does not have a proposed suspension debarment or exclusionary proceeding pending; and
- (4) Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Exceptions will not necessarily result in denial of award, but will be considered in determining the Subrecipient's eligibility for award. For any exception noted, indicate on a separate attached certified statement to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

Subrecipient

Date

President or Authorized Official

Title

The penalties for making false statements are prescribed in the Program Fraud Civil Remedies Act of 1986 (Public law 99-509, 31 U.S.C. 3801-3812).

Subscribed and sworn before me this ____ day of _____, 200__
at _____
City and State

Notary Seal

Notary Public

ENERGY CONSERVATION REQUIREMENT

Grant Agreement No.

Project: Transportation Services for the Elderly and Disabled

_____ being duly sworn (and under penalty of perjury under

(President or Authorized Official)

the laws of the United States), certifies that, except as noted below, **(Subrecipient Organization)** person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds:

Shall agree to comply with mandatory standards and policies relating to energy efficiency which are contained in the District's energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Exceptions will not necessarily result in denial of award, but will be considered in determining the Subrecipient's eligibility for award. For any exception noted, indicate on a separate attached certified statement to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

Subrecipient

Date

President or Authorized Official

Title

The penalties for making false statements are prescribed in the Program Fraud Civil Remedies Act of 1986 (Public law 99-509, 31 U.S.C. 3801-3812).

Subscribed and sworn before me this ____ day of _____, 200__

at _____
City and State

Notary Seal

Notary Public

FEDERAL CHANGES

Grant Agreement No.

Project: Transportation Services for the Elderly and Disabled

_____ being duly sworn (and under penalty of perjury under

(President or Authorized Official)

the laws of the United States), certifies that, except as noted below, **(Subrecipient Organization)** person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds:

Shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between Purchaser and FTA, as they may be amended promulgated from time to time during the term of this contract. Failure to so comply shall constitute a material breach of this contract.

Exceptions will not necessarily result in denial of award, but will be considered in determining the Subrecipient's eligibility for award. For any exception noted, indicate on a separate attached certified statement to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

Subrecipient

Date

President or Authorized Official

Title

The penalties for making false statements are prescribed in the Program Fraud Civil Remedies Act of 1986 (Public law 99-509, 31 U.S.C. 3801-3812).

Subscribed and sworn before me this ____ day of _____, 200__

at _____
City and State

Notary Seal

Notary Public

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Grant Agreement No.

Project: Transportation Services for the Elderly and Disabled

_____ being duly sworn (and under penalty of perjury under the laws

(President or Authorized Official)

of the United States), certifies that, except as noted below, **(Subrecipient Organization)** person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds:

- (1) Acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 et. seq. And U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- (2) Acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (3) Agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Exceptions will not necessarily result in denial of award, but will be considered in determining the Subrecipient's eligibility for award. For any exception noted, indicate on a separate attached certified statement to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

Subrecipient

Date

President or Authorized Official

Title

The penalties for making false statements are prescribed in the Program Fraud Civil Remedies Act of 1986 (Public law 99-509, 31 U.S.C. 3801-3812).

Subscribed and sworn before me this ____ day of _____, 200__

at _____
City and State

Notary Seal

Notary Public

STATE AND LOCAL LAW DISCLAIMER

Grant Agreement No.

Project: Transportation Services for the Elderly and Disabled

_____ being duly sworn (and under penalty of perjury under

(President or Authorized Official)

the laws of the United States), certifies that, except as noted below, **(Subrecipient Organization)** person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds:

The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the Subrecipients procurement documents, the Subrecipients should consult with their local attorney.

Exceptions will not necessarily result in denial of award, but will be considered in determining the Subrecipient's eligibility for award. For any exception noted, indicate on a separate attached certified statement to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

Subrecipient

Date

President or Authorized Official

Title

The penalties for making false statements are prescribed in the Program Fraud Civil Remedies Act of 1986 (Public law 99-509, 31 U.S.C. 3801-3812).

Subscribed and sworn before me this ____ day of _____, 200__

at _____
City and State

Notary Seal

Notary Public

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Grant Agreement No.

Project: Transportation Services for the Elderly and Disabled

_____ being duly sworn (and under penalty of perjury under

(President or Authorized Official)

the laws of the United States), certifies that, except as noted below, **(Subrecipient Organization)** person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds:

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions require by DOT, as set forth in FTA Circular 4220. 1C, dated May 1, 1995, are hereby incorporated by reference. Anything to the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any District of Columbia requests which would cause District of Columbia to be in violation of the FTA terms conditions.

Exceptions will not necessarily result in denial of award, but will be considered in determining the Subrecipient's eligibility for award. For any exception noted, indicate on a separate attached certified statement to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

Subrecipient

Date

President or Authorized Official

Title

The penalties for making false statements are prescribed in the Program Fraud Civil Remedies Act of 1986 (Public law 99-509, 31 U.S.C. 3801-3812).

Subscribed and sworn before me this ____ day of _____, 200__

at _____
City and State

Notary Seal

Notary Public

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Grant Agreement No.

Project: Transportation Services for the Elderly and Disabled

_____ being duly sworn (and under penalty of perjury under

(President or Authorized Official)

the laws of the United States), certifies that, except as noted below, **(Subrecipient Organization)** person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds:

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor Agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Exceptions will not necessarily result in denial of award, but will be considered in determining the Subrecipient's eligibility for award. For any exception noted, indicate on a separate attached certified statement to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

Subrecipient

Date

President or Authorized Official

Title

The penalties for making false statements are prescribed in the Program Fraud Civil Remedies Act of 1986 (Public law 99-509, 31 U.S.C. 3801-3812).

Subscribed and sworn before me this ____ day of _____, 200__

at _____
City and State

Notary Seal

Notary Public